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Grand Island Central School District
And Grand Island Teachers Assn

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EXECUTIVE DIRECTOR

Agreement Relating to the
Terms and Conditions of Employment
between the
Superintendent
of the
Grand Island Central School District
and the
Grand Island Teachers' Association

September 1, 1996
through
August 31, 1999

Paul D. Fields
School Superintendent

Gail J. Lazenby
GITA President

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IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

PREAMBLE

WHEREAS, this Agreement has been negotiated in compliance with the Public Employees' Fair Employment Act, Article 14, of the Civil Service Law of the State of New York; and

WHEREAS, the act grants to public employees the right of organization and representation and the right to negotiate with their public employers in the determination of their terms and conditions of employment, and the administration of grievances arising thereunder; and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement;

IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE 1. CONCERNING THIS AGREEMENT

1.0.1 As used in this Agreement:

- (1) "District" means the Grand Island Central School District.
- (2) "Board" means the Board of Education of the District.
- (3) "Superintendent" means the person appointed by the Board, on a regular or acting basis, to the position of Superintendent of Schools of the District.
- (4) "Instructional Negotiating Unit" means all certified personnel employed by the District including regular substitute teachers, but excluding per diem substitute teachers and administrators.
- (5) "Teacher" means an employee included in the Instructional Negotiating Unit.
- (6) "Regular substitute teacher" means a full or part-time teacher who is substituting for a teacher on leave of absence and who at time of hire was expected to be on the work force for at least 40 consecutive workdays in the same position or one who has worked for 40 days in the same position.
- (7) "Association" means the Grand Island Teachers' Association.
- (8) "Administrator" means Principal, Supervisor, Administrator, Director, Administrative Intern, Business Administrator, Superintendent, or any other Administrative position created by the Board.

(9) "Party" means the District or the Association.

(10) "Parties" means the District and the Association.

- 1.0.2 It is the intent of the parties that a term or condition of employment expressed in a provision of this Agreement shall prevail unless there is an applicable constitution or statute which explicitly and definitely prohibits agreement on such a provision.
- 1.0.3 If any provision of this Agreement shall be finally determined by a court of competent jurisdiction to be explicitly and definitely prohibited by an applicable constitution or statute, then such provision shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.
- 1.0.4 For the duration of this Agreement, the terms employment existing in the District and contained in this Agreement shall be maintained unless modified by mutual agreement between the District and the Association.
- 1.0.5 This Agreement shall supersede rules, regulations, or practices of the Board to the extent that they are, or become contrary to, or inconsistent with, its terms.
- 1.0.6 All agreements reached during the negotiations which led to this Agreement have been incorporated in this Agreement. This Agreement may be modified only through the voluntary mutual consent of the parties in a written signed amendment to this Agreement. The parties each waive their right to insist on negotiations of any matter, whether contained in this Agreement or not, during the term of this Agreement.
- 1.0.7 This Agreement becomes effective as of 12:01 AM on September 1, 1996 and shall continue in effect until midnight on August 31, 1999, except as a specific provision of this Agreement sets forth a different effective date.
- 1.0.8 All the powers, functions, and authority which the District has not specifically abridged, delegated, or modified by this Agreement are recognized as being retained by the District.
- 1.0.9 Any subsequent letter or Memorandum of Understanding shall be incorporated into this Agreement.

ARTICLE 2. DISTRICT-ASSOCIATION RELATIONS

Section 2.1 Recognition and Negotiation

- 2.1.1 The Board recognizes the Association as the representative organization for the Instructional Negotiating Unit.
- 2.1.2 There shall be no reprisals or discrimination by the District nor its agents, or the Association nor its agents, against any person because of membership or non-membership in the Association or participation or non-participation in any of its activities.

- 2.1.3 If either party desires to negotiate a successor to this Agreement, it shall so notify the other party in writing not later than March 15th of the final school year of this Agreement. If such notice is given, such negotiations will begin not later than the fifteenth day following such notice at a meeting at which proposals will be exchanged.

Section 2.2 Conferences and Information

- 2.2.1 Association representatives for each building will be recognized by the Principal in all matters pertaining to Association business. A conference between the Representative and the Principal may be arranged whenever either deems it necessary. Said conference will take place within three (3) school days of receipt of request.
- 2.2.2 The Chairperson of the Association's Grievance Committee may request, in writing, a meeting with the Superintendent. Said request shall state the purpose of such a meeting. Within five (5) school days from the time of receipt of the request, the Superintendent, or a designee, may designate a time within twenty (20) school days from the time of the receipt of the request for the meeting. The Superintendent, or designee, may also request the attendance at the meeting of such other personnel as deemed appropriate.
- 2.2.3 Upon written request by the Association, the District shall make available to the Association two copies of any document which is relevant to an issue being negotiated or to the enforcement of a provision of this Agreement; provided, however, that this shall not apply to inspection of a teacher's personnel folder unless the teacher consents in writing to the inspection and in any case that this shall not permit the inspection by anyone of the confidential portion of a teacher's personnel folder.
- 2.2.4 Whenever the Board publicly presents a proposed school budget or bond issue it will give the Association the opportunity to meet with the Board of Education or such other representative as the Board of Education may select to explain the Board's proposed budget or bond issue.
- 2.2.5 The Association shall receive copies of all agreements negotiated with other employees of the District.
- 2.2.6 If the District implements a performance or competency based teacher education project, a representative selected by the Association will be included in planning the project.
- 2.2.7 The Association shall provide the Superintendent with eight copies of a list of Association officers and representatives during the month of September and notification of any changes during the interim period during the first two weeks of February.

Section 2.3 Facilities

- 2.3.1 School buildings will be made available for Association members without cost, as approved by the appropriate administrative office, provided that such meetings do not interfere with the normal operation of the school and do not conflict with previously scheduled use of facilities. Meetings of Association groups within a school shall be arranged for in advance through the Principal.

- 2.3.2 Faculty bulletin boards and teachers' mail boxes will be made available to the Association for notices, circulars and other materials. Authorized representatives of the Association will assume responsibility for posting or distributing Association materials. Such authorized representatives agree to make a concerted effort to ensure that only Association-related materials are placed in faculty mailboxes and/or faculty bulletin boards. A copy of distributed notices, circulars, and other materials shall be sent to the Principal and to the Superintendent at the time of posting or distribution of same.
- 2.3.3 The District shall not make available meeting space, bulletin boards or mail boxes to any employee organization, other than the Association, which seeks to represent employees in the Instructional Negotiating Unit.
- 2.3.4 An Association Building Representative will have time, if requested in advance, during faculty meetings to report on Association business.
- 2.3.5 The President of the Association, or designee, shall be allowed, during lunch periods, planning periods, or other unassigned time, to visit schools for purposes related to Association affairs. Such business shall not interfere with the instructional program. The Association President, or a designee, shall notify the office in the building he/she is assigned to when leaving that building and again upon return to that building and shall notify the office of the building being visited upon arriving in that building and again upon leaving the building. The President will not be assigned a homeroom and supervisory period. Where possible, this time will be at the end of the school day. In the event the Association President is an elementary teacher, the President and the Building Principal will meet to develop the teacher's schedule that will include time, where possible, to conduct Association business.
- 2.3.6 Teachers designated in writing on the form shown in Appendix 2.3.6 by the Association President to do so may be absent without loss of pay for the purpose of attending to Association business provided that the Association reimburses the District for the cost of a substitute for each such day used. The total number Of work days so used in any school year shall not exceed 30. Twelve of these days shall be for the use of the President or designee. No more than five teachers, plus the President or designee, shall be absent pursuant to this paragraph, at any one time. No individual may use more than 18 days for Association business in any one school year. The written designation from the Association President shall state the school days On which the named teachers are to be absent and shall be submitted to the Superintendent's office as soon as the Association becomes aware of the need therefor but in any case not later than 24 hours prior to the beginning of the day to be used.

ARTICLE 3. GRIEVANCES

Section 3.1 General Matters

- 3.1.1 The District and the Association have established the following grievance procedure as a means by which the parties and the teachers can resolve grievances without resorting to more costly and time-consuming proceedings before administrative agencies and/or the courts. Both parties hereby declare their intent to resolve grievances as quickly as practicable in accordance with this procedure and free from coercion, restraint, discrimination and reprisal.

3.1.2 As used in this Article 3:

- (1) "Grievance" means a claim by a teacher that this Agreement has been violated, misinterpreted, misapplied, or inequitably applied.
- (2) "Grievant" means the teacher or group of teachers who are aggrieved and who submit the grievance or means the Association when it submits a grievance pursuant to paragraph 3.1.4 of this Agreement.
- (3) "Supervisor" means the administrator responsible for the area in which the grievance arises, normally the Principal. If the administrator to whom the grievance is submitted is not the administrator responsible for the area in which the grievance arises, the grievance shall be returned to the grievant with instructions as to whom it shall be submitted.
- (4) "Day" means a day when teachers are required to be in attendance. During the summer recess, day may mean any calendar day except a Saturday, Sunday, or legal holiday upon mutual agreement of the parties provided that neither party shall unreasonably withhold its agreement.
- (5) "Representative" means a teacher designated by the Association to represent the grievant and shall also mean, at Stage 2 and Stage 3, a person from an organization with which the Association is affiliated who has been so designated by the Association.
- (6) "Grievance Committee" means the committee created and constituted by the Association.
- (7) "Grievance Chairperson" means the teacher so designated by written notice from the Association President to the Superintendent.

3.1.3 A written grievance must be submitted on the form shown in Appendix 3.1.3. The District will maintain its grievance files separate and apart from teacher personnel files, but this shall not preclude an entry in a teacher's personnel file which shows a personnel action taken to effectuate the final resolution of a grievance.

3.1.4 If five or more teachers are aggrieved by the same incident the Association may submit the grievance on their behalf. Such a grievance must be submitted not later than the twentieth day after the day of the occurrence of the incident out of which the grievance arose and the signature of the Grievance Chairperson will be substituted on the grievance for the signatures of the actual grievants.

3.1.5 All reasonable effort will be made to avoid interruption of classroom activity and to avoid involvement of students in any phase of the grievance procedure.

3.1.6 Upon written request by a party given with reasonable advance notice to the other party, the "other party" will furnish to the "requesting party" a copy of any document in the "other party's" possession which is relevant to a grievance which has been submitted at Stage 1 or a higher stage; but this does not apply to pre-employment confidential material in a teacher's personnel file or to a communication between a party and its attorney or a person acting in lieu of its attorney.

- 3.1.7 Nothing in this Article 3 shall be construed to limit the right of a teacher to discuss any matter with any administrator and to have that matter informally adjusted without resort to the Grievance Procedure provided the adjustment is consistent with the terms of this Agreement. Any such adjustment shall be binding on the teacher and on the District with respect to that particular teacher and matter, but shall not be binding on the District with respect to any other teacher or matter; nor shall it be binding upon the Association, but the Association may not make the same matter and teacher the subject of a grievance submitted pursuant to paragraph 3.1.4.
- 3.1.8 The time limits set forth in this Article 3 are essential and shall be strictly adhered to by the teachers and the parties; provided, however, that any such time limit may be extended by mutual consent of the parties in a dated writing signed by duly authorized representatives of the parties. Consent to such an extension shall not be withheld unreasonably by either party.
- 3.1.9 If a grievance is not appealed within the required time limit, the appeal shall be barred and the grievance shall be deemed satisfied by the last answer given whether or not such satisfaction has been given in writing. If an answer is not given within the required time limit, it may be appealed to the next stage as though it had been answered on the final day permitted by the required time limit.

Section 3.2 Stage 1 - Supervisor

- 3.2.1 If not later than the twentieth day after the day of the occurrence out of which the grievance arises a grievant submits a grievance on the form set forth in Appendix 3.1.3 to his/her Supervisor, who shall meet with the grievant not later than the fifth day after the day on which the grievance was received and shall answer the grievance in writing not later than the fifth day after the day on which such meeting was held. If the grievant is satisfied with the Supervisor's answer, the grievant shall so indicate in writing delivered to the office of the Superintendent and to the Grievance Chairperson not later than the second day after the day upon which the Supervisor's answer was received. Nothing in this paragraph shall be construed to prohibit a teacher from informally discussing a problem with a Supervisor before presenting a written grievance.

Section 3.3 Stage 2 - Superintendent

- 3.3.1 If the grievant is not satisfied with the Supervisor's answer at Stage 1, the grievant will so indicate in writing delivered to the Grievance Chairperson not later than the fifth day after the day on which the Supervisor's answer was received.
- 3.3.2 If the Grievance Committee is satisfied with the Supervisor's answer at Stage 1, the Grievance chairperson shall so indicate in writing delivered to the office of the Superintendent not later than the tenth day after the day on which it received the grievance from the grievant.
- 3.3.3 If the Grievance Committee is not satisfied with the Supervisor's answer at Stage 1, the Grievance Chairperson shall so indicate in writing delivered to the office of the Superintendent not later than the tenth day after the day on which it received the grievance from the grievant.

- 3.3.4 Not later than the tenth day after the day on which the office of the Superintendent receives written notice from the Grievance Chairperson that the Grievance Committee is not satisfied with the Supervisor's answer at Stage 1, the Superintendent shall hold a Stage 2 Meeting to discuss the grievance with the grievant and a representative. The grievant and the Superintendent may each invite other persons who have knowledge of the incident out of which the grievance arises to be present at the meeting.
- 3.3.5 Not later than the tenth day after the last day on which the Stage 2 Meeting was held, the Superintendent shall answer the grievance in writing delivered to the Grievance Chairperson. If the Grievance Committee is satisfied with the Superintendent's answer, the Grievance Chairperson shall so indicate in writing delivered to the office of the Superintendent not later than the tenth day after the day on which the Grievance Chairperson received the Superintendent's answer.

Section 3.4 Stage 3 - Arbitration

- 3.4.1 If the Grievance Committee and the grievant are not satisfied with the Superintendent's Stage 2 answer, the Grievance Chairperson, or a representative, not later than the tenth day after the day upon which the Superintendent's answer was received, shall send to the American Arbitration Association ("AAA") a completed "Demand for Arbitration" form and deliver a copy thereof to the office of the Superintendent. The Demand shall specifically request that the AAA furnish a list of twenty names of arbitrators.
- 3.4.2 No more than one grievance at a time may be submitted to the same arbitrator unless the parties consent to the submission of multiple grievances in a dated writing signed by their authorized representatives.
- 3.4.3 Not later than the tenth day after the day on which a party receives its copy of the list of arbitrators, it shall return the list to the AAA with all names unacceptable to it crossed off and the remaining names numbered in order of the party's preference. The AAA shall then appoint the arbitrator most preferred by the parties. If the AAA finds that no mutual choice has been made from the first list, it shall submit a second list of twenty names and the foregoing procedure shall be repeated. If the AAA finds that no mutual choice has been made from the second list, the AAA shall appoint another arbitrator of its own choosing.
- 3.4.4 The arbitration shall be held in accordance with the Voluntary Labor Arbitration Rules of the AAA as amended and in effect on the execution date of this Agreement to the extent such Rules are consistent with this Agreement.
- 3.4.5 The decision of the arbitrator shall be final and binding on the teachers and the parties. The arbitrator shall have no power to add to, subtract from, or otherwise modify any provision of this Agreement.
- 3.4.6 If a grievance is appealed to arbitration pursuant to this Section 3.4, such appeal shall constitute a waiver by the grievant and the Association of any and all rights which they may have to appeal or petition the subject matter of the grievance to the Commissioner of Education pursuant to Section 310 of the Education Law or the successor thereof. Any such appeal or petition to the

Commissioner of Education shall be barred unless it is made not later than the tenth day after the day on which the Grievance Chairperson received the Superintendent's answer.

ARTICLE 4. SCHEDULES AND ASSIGNMENTS

Section 4.1 Scheduling Matters

- 4.1.1 The required number of teacher attendance days in each of the three school years of this Agreement shall be 186. The first day of each school year upon which teachers must attend shall not be earlier than the day after Labor Day and the last day shall not be later than one day after the last day of student attendance in June. If the District requests a teacher to work in excess of that number of days such work shall be voluntary and performed at a daily rate equal to 1/200th of the teacher's salary for the then school year, but this sentence shall not apply to summer school.

Notwithstanding the foregoing, the arrangements for additional days and compensation therefor, for other activities are covered by Article 6 of this Agreement. Notwithstanding the foregoing, guidance counselors may be required to be in attendance not more than 30 days in excess of the work days required in this paragraph. These extra days shall be scheduled outside the period specified in the first sentence of this paragraph, but they will not be scheduled in such a way as to deny to any guidance counselor at least two consecutive weeks during the summer recess when he/she will not be subject to being called in to work. Compensation for the extra guidance counselor days shall be in accordance with paragraph 6.1.4 of this Agreement. Nothing in this paragraph shall be construed to prohibit a teacher or guidance counselor from voluntarily working on days other than those specified herein.

Nothing in this paragraph 4.1.1 shall be construed to prohibit the District from requiring teacher attendance at times not otherwise permitted by this paragraph for the sole purpose of ensuring a minimum 180 days of student attendance.

- 4.1.2 During the last week of the school year when secondary schools are scheduled for final examinations, elementary schools will schedule the equivalent of half-day sessions for students. The above will only be scheduled if the District is assured of 180 days of aidable student attendance. Representatives from the Association and District will develop this plan for half-day schedules by May 1st.
- 4.1.3 The working day for teachers shall not exceed seven hours, but a staff meeting may exceed this seven hour limitation by not more than one-half hour. Such staff meetings shall be held on Mondays, except that if Monday is not a required teacher attendance day, the staff meeting may be held on the next succeeding required teacher attendance day. Not later than the first required teacher attendance day of each semester, the Principal shall, with the approval of the Superintendent, set the beginning and ending times of the working day for each teacher or group of teachers in the building. The beginning and ending times of the working day may be altered for individual teachers by the Principal during Regents Week to accommodate exam schedules provided that a reasonable effort to obtain volunteers was made first and provided that the contractual length of the work day is not exceeded.

Notwithstanding the foregoing, if an emergency requires students to remain in a building, teachers may be assigned to supervise those students. Nothing in this paragraph applies to home instruction; adult education; attendance at conferences, meetings, or workshops away from District premises; participation in the grievance procedure; classroom preparation; or activities covered by Article 6 of this Agreement. Nothing in the paragraph shall be construed to prohibit a teacher from voluntarily performing services at hours in excess of those required by this paragraph.

Teachers will be required to attend two evening events (Open House and Parent-Teacher Evening Conference) per year which exceed the seven hour work day up to 2 1/2 hours per event.

Attendance by teachers at other school events, such as PTA meetings, parent orientation, etc. are on a voluntary basis. This applies to all such after hours meetings except for those which involve coaching or other activities for which additional compensation is made. Time for Parent-Teacher Conferences may be necessary and teachers recognize and accept the responsibility for making adequate provisions for such conferences, within or without the school day.

The starting times of the required evening events will be jointly established by the principals and the faculties of each building. Any teacher who is not in attendance at either of the required evening events will have one month to reschedule the event with interested parties. This time frame may be adjusted by a joint agreement between the teacher and the Superintendent. The date and time will be jointly scheduled by the teacher and the principal. An administrator will be in attendance in the building during the rescheduled event. Extenuating circumstances may arise whereby the foregoing requirement may be waived with permission of the Superintendent.

- 4.1.4 Teachers will have a duty-free period of at least 30 minutes for lunch. No part of this 30 minute period shall be spent in the supervision of children. Teachers shall be permitted to leave the building during their lunch periods after notifying the Principal or the building office. Teachers shall report to the Principal or building office upon their return.
- 4.1.5 Each K-5 teacher shall have a planning period of at least 45 minutes each day during the student day. This period is in addition to the teacher's lunch period. Nothing in this paragraph will prevent a teacher from voluntarily accepting his/her 45-minute planning period outside of the student day.
- 4.1.6 Each grade 6-12 teacher shall have a planning period of at least 45 minutes each day. This planning period is in addition to the teacher's lunch period. No such teacher shall be required to teach in more than two subject areas. No such teacher shall be required to undertake more than three different preparations. Teachers shall be required to supervise study halls or other student groups not to exceed 250 minutes per week. Teachers shall not be scheduled for more than six assigned periods (or the equivalent) in a given school day. Assigned periods shall mean either teaching or supervisory assignments.
- 4.1.7 Each teacher shall have a maximum of 300 minutes of classroom time each day.

Section 4.2 Assignment Matters

- 4.2.1 Not later than June 10th, each teacher will be given a tentative instructional assignment for the following school year. If June 10th falls on a weekend, assignments are due the last regular day of school, prior to that time. Such notification shall include the grade level to be taught by elementary teachers or the subjects, grade level and courses to be taught by secondary

teachers, as the case may be. Any subsequent change in such an assignment shall not take effect until the teacher has been notified thereof and given an opportunity for consultation if so requested. As used in this paragraph, a change in assignment refers to a change in courses to be taught.

- 4.2.2 Supervision of pupils in the lunch room shall be done by someone other than a member of the Instructional Negotiating Unit. Secondary teachers may be assigned to parking lot duty for a duration not to exceed one period per day, provided: (i) adequate provisions are made to meet assignments before and after the duty, and (ii) during inclement weather, the teacher need not remain outdoors but need make only intermittent checks throughout the assigned period.
- 4.2.3 No teacher shall be required to transport a pupil in a personal automobile.
- 4.2.4 A teaching assistant shall work under the direct supervision of a teacher or teachers and subject to the authority of the responsible administrator. The following are the duties of a teaching assistant:
- (1) working with individual pupils or groups of pupils on remedial instructional projects,
 - (2) providing the teacher with information about pupils which will assist the teacher in the development of appropriate learning experiences,
 - (3) assisting pupils in the use of available instructional resources and assisting in the development of instructional materials,
 - (4) utilizing their own special skills and abilities by assisting in instructional programs in such areas as: foreign language, art, crafts, music, and similar subjects,
 - (5) assisting in related instructional work as required,
 - (6) normally being present at the planning and evaluation of lessons as requested by the supervising teacher or teachers.

Teaching assistants shall not be removed from previously planned instructional duties to perform clerical work.

- 4.2.5 Teachers will not be required to prepare assignments in advance for students absent for reasons of illegal absence, but may do so on a voluntary basis. Teachers will give students assignments that have been missed after such absence, upon request.

ARTICLE 5. PERSONNEL MATTERS

Section 5.1 Resignations and Dismissal

- 5.1.1 The District will release a professional staff member from a contract when an opportunity is offered for professional advancement. Any teacher desiring to terminate services shall notify, in writing, the Superintendent at least thirty (30) days prior to the effective termination date.

If any provision of New York State Education Law provides for terms other than those enumerated above, New York State Law will prevail.

- 5.1.2 Any probationary teacher being notified of dismissal shall be notified in writing thirty (30) days before the proposed dismissal date. Any tenured teacher being notified of dismissal shall be notified in writing sixty (60) days before the proposed dismissal date.

If any provision of New York State Education Law provides for terms other than those enumerated above, New York State Law will prevail.

- 5.1.3 When a member of the negotiating unit is required to attend a meeting concerning discipline or dismissal, the member may be accompanied by a representative from the Association if the member so requests.
- 5.1.4 Before the Superintendent presents a dismissal recommendation to the Board, a probationary teacher shall be given the opportunity to meet with the Superintendent and/or designee. A fellow employee may be present at the meeting. The purpose of the meeting is to discuss the dismissal and to permit the teacher to present any statement for the Superintendent to consider. Such dismissal recommendation must be supported by material in the teacher's personnel file.
- 5.1.5 After completing the second year of service with the District, no probationary teacher shall be dismissed without just cause. In applying this paragraph, the teacher's years of service with the District prior to the probationary appointment shall not be counted; provided, however, that if a teacher had served as a regular substitute for two years prior to a probationary appointment and both of those years are to be counted as probationary years for purpose of determining eligibility for tenure, then dismissal cannot be without just cause during the first year of probationary appointment status.

This provision will take effect July 1, 1993.

Section 5.2 Removal of Tenured Teacher

- 5.2.1 No tenured teacher shall be removed from a term of employment unless for neglect of duty, incapacity to teach, immoral conduct, or other reasons which if appealed to the Commissioner of Education shall be held to be sufficient cause for such dismissal.

If any provision of New York State Education law provides for terms other than those enumerated above, New York State Law will prevail. Nothing in section 5.2.1 shall be construed as a means of limitation to the exercise of section 5.2.2.

- 5.2.2 If a tenured teacher is served by the District with a written statement specifying charges pursuant to Section 3020-a of the Education Law, the teacher shall, within 10 calendar days of receipt of the statement, notify the Clerk of the Board, in writing, whether the teacher desires (i) a hearing pursuant to the Education Law, or (ii) a hearing by an arbitrator pursuant to Section 3.4 of this Agreement, or (iii) waives the right to both a hearing pursuant to the Education Law and a hearing by an arbitrator pursuant to Section 3.4 of this Agreement. If the notice states the teacher's desire for a hearing pursuant to the Education Law, such notice shall constitute a waiver of the right to a hearing by an arbitrator pursuant to Section 3.4 of this Agreement. If

the notice states the teacher's desire for a hearing by an arbitrator pursuant to Section 3.4 of this Agreement, such notice shall constitute a waiver of the right to any further proceedings to the Education Law. If the notice states the teacher's desire for a hearing by an arbitrator pursuant to Section 3.4 of this Agreement, then the Association shall send a form to the American Arbitration Association as set forth in Paragraph 3.4.1 of this Agreement except that such letter will identify the name of the teacher and the date of the written statement specifying charges pursuant to Section 3020-a of the Education Law.

Section 5.3 Observation & Evaluation of Teachers

- 5.3.1 The evaluation of the job performance of all teachers is the responsibility of the District. All teachers shall be evaluated annually on their job performance. Each teacher shall be provided written material which describes performance criteria and standards for the job. Principals shall review observation and evaluation procedures annually in September, at a faculty meeting in their building.
- 5.3.2 No teacher will write evaluation materials regarding another teacher nor shall any teacher be required to evaluate another teacher.
- 5.3.3 All monitoring or observing of the work or performance of a teacher shall be conducted openly. All formal observations and evaluations will be conducted by administrators. Advance notice will be given to employees prior to any formal observations and evaluations.
- 5.3.4 A teacher will not receive adverse comments from any observer in the presence of pupils or any other staff member.
- 5.3.5 A copy of any written material related to a teacher's observation and/or evaluation will be signed and dated by the observer and/or evaluator and the teacher and placed in the personnel file. The teacher's signature shall mean only that a copy of the material has been received and that it was discussed. Not later than the tenth (10th) school day after receiving such written materials, a teacher may submit a written response to said materials and such response shall be attached to the report filed in his/her personnel file.
- 5.3.6 Annual performance evaluations of non-tenured teachers shall be based upon formal classroom observations and informal observations of teacher performance.
- 5.3.7 Prior to each classroom observation, classroom teachers will submit pre-observation information including lesson objectives, activities/strategies/materials planned, evaluation methods, teaching behaviors to be monitored and special awarenesses needed by the observer. There will be a pre-observation conference between the teacher and the observer, if the latter so requires. Formal classroom observations shall consist of the observation of a complete clock period in the secondary school and the equivalent period of time in the elementary school. Not later than the tenth (10th) school day following the formal classroom observation, the observer shall meet with the teacher to discuss the observation report. A copy of the observation report shall be provided to the teacher at least one day in advance of that meeting. Said report shall indicate how well the teacher is performing on each criterion to the extent observed. Cited weaknesses shall be followed by specific recommendations for improvement. Non-tenured classroom teachers

shall be formally observed at least two (2) times per year; tenured and part-time teachers at least once.

- 5.3.8 All unit members can expect to have their job performance observed informally both in and out of the classroom. Non-classroom, non-tenured teachers shall receive reports summarizing informal observations of their job performance at least two times per year; non-classroom tenured and part-time teachers at least once per year. Any unit member who is informally observed to be performing job duties in a sub-standard manner, will be made aware in writing of said observed deficiencies which could result in disciplinary or dismissal procedures.
- 5.3.9 Unit members are responsible for meeting performance standards for their job. The District will assist unit members in improving their job performance by providing opportunities to observe performances of other teachers, through coaching and/or referral to other resources.
- 5.3.10 Before June 1st annually, each non-tenured and part-time teacher is to receive and have an opportunity to discuss the annual evaluation report. Said report is to include an assessment of the extent to which the teacher's performance meets or exceeds District standards and comments on commendable and improvable performance areas.

Section 5.4 Filling Positions

- 5.4.1 When a vacancy or an opening in an instructional negotiating unit position is to be filled, the District shall post such position by sending to the Association's corresponding secretary eight (8) copies of the Notice of Vacancy or Opening which sets forth the position title, appointment status, major duties, salary range, qualifications, projected length of opening if it is an opening, and the last date applications will be accepted. The notice must be sent not less than ten (10) days prior to such last date. As used in this Article 5, an "opening" means a position for which there is an incumbent on leave.
- 5.4.2 Any teacher who is certified by the New York State Department of Education in the subject area of a position for which a notice has been sent in accordance with paragraph 5.4.1 above may apply for that position and will be considered if the application is received by the last date for application set forth in the notice. In filling vacancies on other than a temporary basis, length of service to the District will be a major factor.

When required by the District, all medical examinations, immunizations, and tests related to applications and requirements for teachers shall be a service provided by the school physician.

- 5.4.3 Positions in any District summer school program shall, to the extent feasible with due regard for the interests of the school program, be filled by regularly appointed teachers in the District.
- 5.4.4 The District has five schools: The High School, the Middle School, and three elementary schools (Kaegebein, Huth Road, and Sidway). An involuntary transfer will be made between the aforementioned buildings only after a meeting between the person involved and the Superintendent or a designee at which time the reasons for the transfer will be given and a discussion will take place. The person subject to involuntary transfer may be accompanied by a person(s) of choice. Prior to the discussion a twenty-four (24) hour written notice will be given as to the nature of the discussion.

- 5.4.5 Teachers who are assigned to more than one building shall be allowed reasonable time to go from one building to another and shall be reimbursed for their mileage. Involuntary dual assignments to the Middle School and High School will be made only when necessary to further sound educational practice at maximum economic efficiency.
- 5.4.6 In the instance where a school has assigned to it more teachers than positions within any given tenure area, teachers in the affected tenure area will be transferred from the over-staffed school on the following basis:
- (a) First, teachers who are on unpaid leaves of absence will be transferred.
 - (b) Second, teachers who have the least seniority in the affected tenure area within the building will be transferred.
- 5.4.7 As used in this Article 5, "seniority" means a teacher's length of continuous service with the District; however, unpaid leaves of absence of 93 working days or more duration shall not be counted toward "seniority" although they shall not constitute a break in "continuous service". In calculating seniority, the following guidelines will apply:
- (a) part-time service will not count toward the calculation of seniority, except in the instances of
 - (i) part-time service in kindergarten where such service is dictated by the length of the student day, and (ii) part-time service resulting from the reduction of the teacher's work day.
 - (b) Service as a regular substitute will count toward seniority when such service:
 - (1) immediately precedes and is continuous with service as a probationary teacher in the same tenure area, or
 - (2) occurs following a probationary or tenure appointment,
 - i.e., when a teacher is recalled from a preferred eligible list to serve as a regular substitute.
 - (c) Seniority will be calculated in years, months, and days. In calculating seniority, a teacher will be credited with:
 - (1) a year of service for each ten months of active employment;
 - (2) a month of service for,
 - (i) each full month a teacher is actively employed, and/or
 - (ii) every twenty days of active employment in months separated by time; and
 - (3) a day for each day of active employment. No day of active employment may be counted more than once for seniority credit.
 - (d) When there is a tie in seniority between two or more teachers, the tie shall be broken by giving greater seniority:
 - (1) to the teacher whose Board appointment date was earliest; or

- (2) in the instance of the same Board appointment date, to the teacher whose appointment resolution appeared first in the Board minutes; or
- (3) in the instance of a joint appointment resolution to the teacher whose date of application receipt is earliest; or
- (4) in the instance of no application or no indication of application receipt date, by drawing names from a hat.

(e) The continuity of District service will be broken by a resignation or dismissal.

Section 5.5 Layoff and Recall

- 5.5.1 If there is to be a reduction in the number of positions in a tenure area, probationary and tenured teachers in that tenure area will be laid off in the inverse order of their seniority in that tenure area (i.e. the least senior such teacher first).
- 5.5.2 Any teacher laid off because of position abolition or consolidation will be placed on preferred eligible lists for recall to vacancies and openings in each tenure area in which he/she has service in the District covered by his/her seniority. Names shall remain on these preferred eligible lists until such time as recall to a vacancy in the District is accepted, but not longer than seven years.
- 5.5.2 When a vacancy or opening exists, teachers on the preferred eligible list for the tenure area in which the vacancy or opening exists will be recalled in accordance with their seniority in the District. As used in this Article 5 "vacancy" means a full-time or part-time position for which there is no incumbent and for which service counts toward probation and tenure.
- 5.5.4 When a teacher is recalled pursuant to this Section 5.5, all benefits which are accumulated on a time basis (i.e., seniority, sick leave, etc.) shall be restored to the extent accumulated on the last day of work before layoff.
- 5.5.5 At the present time, the District has one school nurse-teacher on the staff. The District agrees that it will not replace the school nurse-teacher with a registered nurse and layoff said school nurse-teacher involuntarily unless and until such school nurse-teacher reaches age 55 and has at least ten years of service creditable in the New York State Teachers Retirement Plan. It is expressly understood:
 - (a) That this paragraph (5.5.5) applies only to the replacement of the present individual with a registered nurse;
 - (b) That if such an individual retires, resigns, is terminated for cause, or leaves the employ of the District for any reason other than a District action to replace her with a registered nurse, then there shall be no limitation on whether and how the District replaces such individual; and
 - (c) Nothing in this article shall prohibit the District from replacing the individual with a registered nurse when such individual is temporarily absent from work.

Section 5.6 Health Information Card

- 5.6.1 For the purpose of providing teachers with optimal first aid in a major emergency, in September, each teacher will complete Part I of the Employee Health Information Card as set forth in Appendix 5.6.1. Completion of Part II of the card is voluntary. The Health Information Card will be maintained in the Health Office in a secure location and will be used only by Health Office personnel for the purpose of assisting teachers in emergency situations.

ARTICLE 6. COMPENSATION

Section 6.1 Annual Salaries

- 6.1.1 Annual salaries for teachers and teaching assistants shall be calculated in accordance with the salary schedules set forth in (i) Appendix 6.1.1-a for the period from September 1, 1996 through August 31, 1997 (both dates inclusive) and (ii) Appendix 6.1.1-b for the period from September 1, 1997 through August 31, 1998 (both dates inclusive), and in (iii) Appendix 6.1.1-c for the period from September 1, 1998 through August 31, 1999.
- 6.1.2 When a teacher is hired by the District, he/she shall be placed by the District on one of the following columns according to his/her degrees and graduate credit: BA, BA+30, MA, BA+60, MA+30, MA+60.
- (a) A teacher shall be paid annually \$35.00 per hour for each graduate hour earned beyond his/her column if he/she meets the following requirements:
- (1) The teacher's satisfactory completion of the course must be evidenced by a transcript from an accredited institution filed in the Superintendent's Office (i) by November 15th to qualify for a salary adjustment retroactive to the first day of the first semester, or (ii) by March 15th to qualify for a salary adjustment retroactive to the first day of the second semester.
 - (2) The hour is in a course related to the teacher's areas of responsibility in the District and if the graduate hour is in a course approved in advance by the Superintendent of Schools. Such approval will not be unreasonably denied. Application for graduate course approval shall be made on the form provided in Appendix 6.1.2 a, b, and c, and forwarded to the Superintendent of Schools. The Superintendent shall act upon all applications within ten (10) business days of receipt.
 - (3) The hours for which a teacher is given salary credit beyond his/her column shall not exceed:
 - i. 29 hours if the teacher's salary is on the BA, BA+30, MA, or MA+30 columns;
 - ii. 0 hours if the teacher's salary is on the BA+60 or MA+60 columns.
 - iii. Notwithstanding the above, any individual who prior to September 1, 1988, received salary credit for graduate hours that would exceed the MA+60 column, shall continue to receive such salary credit at the rate of \$25.00 per credit hour.
 - (4) Notwithstanding the foregoing, salary credit will continue to be allowed for all graduate hours or inservice credits previously reported to the Superintendent's Office on or before June 30, 1984 at the rate of \$25.00 per credit hour.

- (5) Employees new to the District and represented by this bargaining unit, may claim salary credit for graduate hours earned prior to June 30, 1984 at the rate of \$25.00 per credit hour and for graduate credit hours earned after June 30, 1984 at the rate of \$35.00 per credit hour.
- (b) Payment for graduate hours shall begin within 45 days of the date transcripts are due in the Superintendent's Office.
- (c) In-service credit may be compensated at the teacher's option, at fifteen (\$15.00) per clock hour of attendance or applied toward salary differential in the same manner in which regular college credit hours apply. If the teacher chooses to apply in-service toward salary differential, the amount of credit will be determined by the amount of time invested, using the time requirements of college credit courses and workshops as stated; e.g, fifteen (15) clock hours one (1) credit; thirty (30) clock hours = two (2) credits. Clock hours may be combined in order to attain one credit equivalent. All approved in-service clock hours of record will be paid at the rate of \$35.00 per credit; however, the rate of reimbursement shall be capped at six (6) credit hours per teacher per semester.
- (d) In-service credit will be granted to teachers who participate in workshops, seminars and other instruction arrangements when such programs do not carry college credit, providing the following conditions exist:
 - i. The educational undertaking is related to the teacher's present area of responsibility, or to projected new areas of responsibility which have been so designated by the Superintendent of Schools.
 - ii. The program is conducted under the auspices of a recognized college, university, school district or professional organization.
 - iii. No other compensation, whether in the form of release time or money, shall be provided.
 - iv. Prior approval is granted by the Superintendent of Schools. Where such approval may initially be denied, the teacher may make an oral presentation to the Superintendent regarding the merits of the educational program sought, in order that the Superintendent may have the opportunity to review his prior determination.
 - v. Evidence of satisfactory completion. Because of the variety of in-service programs, the nature of evidence considered acceptable will be determined at the time prior approval is granted. Examples of evidence of satisfactory completion would be a certificate or statement by the sponsoring institution or person in authority connected with the program.
- (e) Payment of in-service credit hours shall be made in accordance with the procedure outlined above for payment of college credit courses.

6.1.3 When a teacher is hired by the District, placement shall be on a step equal to the number of years of service with which the District desires to give credit, provided, however, that military credit of one year shall be granted for 12 months' military service and two years credit shall be granted for military service in excess of 18 months. After initial placement on step, a teacher shall advance one step on the salary schedule after completing each additional year of service to the District provided, however, that no teacher who begins service after August 31, 1975 may advance beyond Step 5 on the BA column. With respect to teachers employed since September 1, 1973, the

District shall, beginning September 1, 1988, consider the teacher to have completed a year of service to the District and eligible for advancement on the salary schedule on:

- (i) September 1st, if the teacher began work on or after July 1st, but prior to February 1st;
- (ii) February 1st, if the teacher began work on or after February 1st, but prior to July 1st.

Teachers who began work with the District prior to September 1, 1973 shall have an anniversary date for salary increment purposes of September 1st. Notwithstanding the foregoing, a teacher's anniversary date for salary increment purposes shall be changed as a result of any leave of absence without pay of a duration of five months or more. The anniversary date will be either September 1st, or February 1st.

- 6.1.4 Guidance counselors shall be placed on the proper step of the Teacher's Salary Schedule. Service rendered for any days beyond the teachers' calendar assigned by the Principal shall be remunerated at the rate of .005 per day based on their current teaching salary.
- 6.1.5 Annual stipends for program or grade level coordinators shall be \$650.00 plus \$50.00 per department or grade level member.
- 6.1.6 Summer school teachers shall be paid at the rate of \$18.00 per hour. A summer school driver education coordinating teacher shall receive a stipend each summer of \$500 in addition to the hourly summer school teaching rate.
- 6.1.7 Team Leaders shall be paid a stipend of .035 of BA+30 Step 1 on the salary schedule.
- 6.1.8 As of February 3, 1997, the District will establish the positions of Grade Level Coordinators with the following appointments:

- One (1) kindergarten coordinator (Sidway School)
- One (1) grade one coordinator (Sidway School)
- Two (2) grade 2 coordinators (one each at Huth and Kaegerbein Schools)
- Two (2) grade 3 coordinators (one each at Huth and Kaegerbein Schools)
- Two (2) grade 4 coordinators (one each at Huth and Kaegerbein Schools)
- Two (2) grade 5 coordinators (one each at Huth and Kaegerbein Schools)

As of August 1, 1997, the District will establish the position of Middle School unified arts coordinator (for art, home and careers, and industrial arts/technology) and the position of Middle School reading / foreign language coordinator (one coordinator for the reading and foreign language departments).

Section 6.2 Co-Curricular and Coaching Compensation

- 6.2.1 Except as otherwise provided in Paragraph 6.2.2 of this Agreement, teacher supervision of co-curricular activities after the working day shall be compensated at the rate of \$20.00 in 1992-93; \$25.00 per event beginning September 1, 1993. A roster of volunteers will be established in each school. Assignments will be made on a rotating basis. It is the intent of the District and the

Association that this Paragraph 6.2.1 is to be applied to teachers in charge of such District-approved events as elementary spring concerts, arts and crafts demonstrations at shopping malls and colleges, chess tournaments (but not chess practice), and similar events, provided that the teacher in question is not already receiving extra compensation pursuant to another paragraph of Section 6.2 for duties which would include the event.

- 6.2.2 Teachers conducting the following activities shall be paid an index of the BA+30 Step 1 of the Teacher Salary Schedule as below.

<u>Activity / High School</u>	<u>Index</u>	<u>Activity / High School</u>	<u>Index</u>
Art Club	.03	National Honor Society	.035
Deca Club	.035	NFL	.03
Drama Assistants	.01	Pep Band	.03
Freshman Class	.035	S.A.D.D.	.03
International Club	.03	Senior Class	.055
Humanities Club	.03	Set Coordinator	.01
Junior Class	.045	Solar Greenhouse	.02
Madrigals	.035	Sophomore Class	.035
Musical Choreographer	.015	Spotlighters	.04
Musical Orchestra Director	.015	Stage Band	.035
Musical / Play Director	.05	Stage Crew Director	.03
Musical Producer	.015	Student Council	.06
Musical Publicity	.015	Yearbook Advisor	.065
Musical Vocal Director	.03		
<u>Activity / Middle School</u>	<u>Index</u>	<u>Activity / Huth Road School</u>	<u>Index</u>
Invent America	.03	Band	.04
Fun Fest Coordinator	.03	Boys Choir	.02
Jazz Ensemble	.03	Choir Director	.04
Mathletes	.02	Chorus (Grade 3)	.02
Mathletes Assistant	.02	Computer Club	.02
Musical	.03	Select Choir	.02
Newspaper	.03	Sign Language Club	\$10/hr.
Odyssey of the Mind	.03	Odyssey of the Mind	.02
Reader's Club	.03	Safety Patrol	.02
Show Choir	.03	String Ensemble	.02
Student Council	.035		
Student Council Assistant	.025		
<u>Activity / Kaegebein School</u>	<u>Index</u>	<u>Activity / Kaegebein School</u>	<u>Index</u>
Art Club	.02	Homework Club	.02
Band	.04	Language Club	\$10/hr.
Choir Director (4-5)	.04	Safety Patrol	.02
Choir Director (3)	.02	String Ensemble	.02
Computer Club	.03		

The preceding listed student activities maybe added to or deleted from according to building program need on an annual basis.

- 6.2.3 Coaches' stipends will be calculated in accordance with the following index schedule. The index shall be applied to BA+30 Step 1 on the Teacher Salary Schedule. Coaches will be placed on Steps B and E after having served as a coach in the sport and position for three (3) and six (6) continuous years, respectively. However, if a coach is granted a leave, the continuous service requirement will be waived. Coaches promoted within a sport shall be credited for prior service in their new positions to the extent that such credited service will provide them with a pay increase.

<u>Sport</u>		<u>Step A</u>	<u>Step B</u>	<u>Step E</u>
Baseball	Varsity	.11	.121	.132
	J.V.	.083	.091	.10
Basketball	Boys' Varsity	.12	.132	.144
	Girls' Varsity	.12	.132	.144
	Boys' J.V.	.09	.099	.108
	Girls' J.V.	.09	.099	.108
	Freshman	.081	.089	.097
Bowling		.085	.094	.102
Cheerleading	Fall	.08	.088	.096
	Winter	.09	.099	.108
Cross Country		.10	.11	.12
Football	Varsity	.135	.149	.162
	Varsity Assistants	.105	.116	.126
Golf		.065	.072	.078
Gymnastics		.105	.116	.126
Lacrosse	Varsity	.12	.132	.144
	J.V.	.09	.099	.108
Soccer	Boys' Varsity	.095	.105	.114
	Girls' Varsity	.095	.105	.114
	Boys' J.V.	.072	.079	.086
	Girls' J.V.	.072	.079	.086
Softball	Varsity	.10	.11	.12
	J.V.	.075	.083	.09
Swimming	Boys' Varsity	.12	.132	.144
	Girls' Varsity	.10	.11	.12

	Boys' Assistant	.084	.092	.101
	Girls' Assistant	.075	.083	.09
Tennis	Boys'	.08	.088	.096
	Girls'	.08	.088	.096
Track	Boys' Varsity	.115	.127	.138
	Girls' Varsity	.115	.127	.138
	Boys' Assistant	.081	.089	.097
	Girls' Assistant	.081	.089	.097
Volleyball	Boys' Varsity	.09	.099	.108
	Girls' Varsity	.09	.099	.108
	Boys' J. V.	.068	.075	.082
	Girls' J. V.	.068	.075	.082
Wrestling	Varsity	.12	.132	.144
	Assistant	.084	.092	.101
Intramurals	Per Session	.02	.022	.024

- 6.2.4 Teachers carrying out the following designated service responsibilities shall be paid as shown below:

Bus Supervisors:	\$25 per event
Ticket Taker, Scorer, Timer:	\$22 per event

Section 6.3 Other Compensation

- 6.3.1 If an assignment involves travel, the teacher shall be compensated at the rate of twenty six-cents (\$.26) per mile, on a monthly basis.
- 6.3.2 The District will make available to each teacher who so desires coverage and pay 100% of the cost of the Independent Health Gold premium, the following health insurance program:
- (a) Single Coverage: (i) Independent Health Gold plan, with \$8.00 co-payment and \$3.00 prescription co-payment; (ii) or a maximum of a like dollar amount towards single coverage under the Blue Cross & Blue Shield pre-Care option plan with major medical deduction of \$250 and \$1/\$5 prescription Co-pay) or Health Care Plan or Community Blue health maintenance organizations; or (iii) a substantial equivalent thereof as determined jointly by the Association and the District.
 - (b) Family Coverage: (i) Independent Health Gold plan, with \$8.00 co-payment, \$3.00 prescription co-payment and dependent child coverage to age 23; (ii) or a maximum of a like dollar amount towards family coverage under the Blue Cross & Blue Shield Pre-Care option plan (with major medical deduction of \$500 and \$1/\$5 prescription co-pay) or Health Care Plan or Community Blue health maintenance organizations; or (iii) a substantial equivalent thereof as determined jointly by the Association and the District.

- 6.3.3 Teachers may elect to join one of the District's health insurance plans at any time during their employment without any imposed waiting periods. However, teachers may switch health insurance plans only upon notice prior to October 15th annually. Such change shall become effective November 1st.

Any teacher who is not enrolled in any of the above referenced health insurance programs will receive a yearly remuneration of \$1,000.00 in lieu of a family contract, or \$500.00 in lieu of a single contract, to be provided as follows:

- (a) The teacher must execute a waiver of health insurance form (See Appendix 6.3.3). The District will thereafter remove the employee from the enrollment as soon as is feasible.
- (b) The teacher must remain off the health insurance enrollment for six months in order to be eligible for one-half of the aforementioned payment. During the six month period, the teacher may rejoin the plan; however, if the teacher rejoins the plan, no payment will be owed for any part of the six month period.
- (c) The teacher may execute a waiver and drop enrollment at any time.

- 6.3.4 The District will pay one hundred percent (100%) of the cost of GHI Spectrum (50% prosthetics allowable schedule) or a substantially equivalent plan as jointly determined by the District and Association. Teachers desiring to join the dental program must make notice to the Personnel Office in advance of October 15th.

Notwithstanding the foregoing, if a teacher loses dental coverage through another source, he/she may join the plan within a month of such changed status.

- 6.3.5 The District will pay one hundred percent (100%) of a vision care plan (First Rehabilitation Insurance Company of America) (Plan B) or a substantially equivalent plan as jointly determined by the District and Association.

- 6.3.6 The Association will establish a Benefit Trust Fund to administer the provision of dental and optical insurance. The District will continue the dental and optical programs outlined in paragraphs 6.3.4 and 6.3.5 above until such time as the Benefit Trust Fund is operational. The targeted date for operation of said fund is January 1, 1994, said fund to operate under a trust agreement established by the Association.

The Benefit Trust Fund will make the benefits to be provided available to all teachers on the active payroll; and to those individuals who qualify or have qualified for continuing vision care, and dental insurance (or other benefits provided by the trust) under terms of the retirement incentive for 1992-95, or the severance benefit enumerated in 6.3.8.

It is understood that the Benefit Trust will expend funds for the purpose of providing dental, vision care, and death benefits.

When the fund is established, the District shall contribute to the Benefit Trust Fund a dollar amount equal to 100% of the per teacher annualized premium billable to the District as of December 1, 1993 for dental and optical insurance, multiplied by the number of participating teachers and former teachers eligible and participating under the Retirement Incentive

Program for 1992-95 or the severance benefit enumerated in 6.3.8. This contribution shall be made in two equal installments, payable in January and June of each year.

It is understood that the total number of employees / retirees eligible for or participating in the Benefit Trust, for whom the Trust must provide coverage, shall be established as of June 1, 1996. An additional \$390 per new employee / retiree in excess of the "established number" will be paid to the Trust by the District when such individual is hired or added to staff.

The District will make contributions to the Association's Benefit Trust as follows:

- 1996-97 school year:	\$120,100
- 1997-98 school year:	\$122,500
- 1998-99 school year:	\$124,200

- 6.3.7 Teachers who retire on or after September 1, 1981 and teachers on leaves of absence without pay may, at their own expense, continue their membership in any of the above health insurance programs for the duration of their retirement or leave provided that 100% of the premium payment due is forwarded to the District in advance of each quarter (November 1st, February 1st, May 1st, and August 1st).
- 6.3.8 Any teacher who resigns as of July 1st annually and who submits a letter of resignation to the Superintendent by May 1st in advance of said resignation may exchange accumulated sick leave for a severance benefit in accordance with this paragraph. This exchange shall be effective May 1st prior to the effective date of the teacher resignation. As of that day, a teacher who makes such an exchange shall have available for use during the remaining two months prior to the effective date of his/her resignation only those days in excess of the number of days exchanged and will not be entitled to utilize days from the sick leave bank. If during the two month period prior to resignation a teacher requires the use of additional sick leave days beyond those days available in excess of the number of days exchanged on May 1st, an adjustment in the number of days exchanged will be made and the rate of the severance benefit will be recalculated accordingly prior to the actual date of resignation. Teachers opting to take the severance benefit will have two options to select from:

OPTION #1: The severance benefit shall be calculated by allowing one percent (1%) of the teacher's annual salary at the effective date of resignation for each block of five (5) days of accumulated sick leave exchanged. Any excess days shall be calculated on a percentage basis. The severance benefit shall be paid in no more than two installments with the first installment due by August 1st following the effective date of resignation and the second installment due by December 1st following the effective date of resignation. In determining the annual salary rate for teachers who resign while on leave of absence, the District will use the step placement that the teacher was last paid on and apply it to the salary schedule in effect at the date of resignation.

OPTION #2: Accumulated sick leave may be used to establish an escrow account held by the District on behalf of the teacher. When this "escrow option" is chosen, accumulated sick leave shall be exchanged at the rate of seventy percent (70%) of the daily value (1/186th of the teacher's salary at the effective date of resignation) up to a maximum of 250 accumulated days. Accumulated sick leave days beyond 250 will be changed to taking the excess days, dividing by five, and multiplying by the teacher's day rate (1/186th of the teacher's salary). The resulting

amount can be added to the escrow account or paid out to the teacher in a lump sum on the first anniversary date of that teacher's severance. Once the escrow account has been established, the teacher may either (1) withdraw up to a maximum of \$5,000 annually from the account by issuing a written request to the District, with said single-payment, annual withdrawal being made during the month of September only beginning the year following the effective date of retirement, until the account is depleted or (2) authorize the district to expend funds held in escrow to pay health insurance premiums (single or family) after the teacher ends service with the District. In the event that such health insurance premiums do not consume \$5,000 in any given year, the teacher may withdraw residual funds up to the \$5,000 in that year. (See *Option #2 Example* below as an illustration as to how this benefit is calculated.)

In the event that a teacher dies while still employed by the District, a severance benefit using Option #1 will be paid to the designated beneficiary or to the estate of said teacher within three months after presentation of a death certificate to the district. This benefit will be paid no matter how long the teacher has served the District.

Funds held in escrow for a severed teacher as per the terms of Option #2 shall revert to the severed employees estate upon his/her death with such funds being paid out no later than three months after presentation of a death certificate to the District.

This severance benefit will not apply to teachers who have been terminated by the District or to teachers who leave the District with less than ten (10) years of service except as noted above for those teachers who die while in service to the District. 100% of the benefit shall be paid to teachers who leave the District with 15 or more years of service. Those teachers who leave with less than 15 years of service shall be paid according to the following schedule:

Teachers who have been employed by the District for at least ten years but less than 11 years shall be entitled to 50% of the severance benefit (either option #1 or option #2).

Teachers who have been employed by the District for at least 11 years but less than 12 years shall be entitled to 60% of the severance benefit (either option #1 or option #2).

Teachers who have been employed by the District for at least 12 years but less than 13 years shall be entitled to 70% of the severance benefit (either option #1 or option #2).

Teachers who have been employed by the District for at least 13 years but less than 14 years shall be entitled to 80% of the severance benefit (either option #1 or option #2).

Teachers who have been employed by the District for at least 14 years but less than 15 years shall be entitled to 90% of the severance benefit (either option #1 or option #2).

Option #2 EXAMPLE: Mr. Brown, who has accrued 290 sick leave days, leaves the District's employ in June, 199_. He chooses severance benefit **Option #2**.

Accrued sick days: 290

Annual salary: \$69,616 (MA+60 / Step 20 / 1996-97 Schedule)

Day Rate (1/186th of salary): \$374.28

$\$374.28 \times 70\% = \$262.00 \times 250 = \$65,500.$

$40 \text{ days} / 5 = 8 \times \$374.28 = \$2,994.24$

Therefore, \$65,500 can be held in escrow with the balance of \$2,994.24 paid one year later (up to \$5,000), or the entire amount of \$68,494.24 can be held in escrow for annual payments of up to \$5,000 or to pay health insurance.

Section 6.4 Payroll Matters

- 6.4.1 Not later than the last day of the school year (or at the time of hire in case of a new hire) a teacher shall elect to have an annual salary for the following school year paid either (i) in 21 equal installments paid every two weeks, or (ii) in 25 equal installments paid every two weeks except that the last five installments shall be paid on the last such payday. The Superintendent (or the Superintendent's designee) and the Association President (or the President's designee) shall meet annually and mutually agree on the pay dates for the following school year. Such agreement shall be no later than April 1st of the preceding school year. In the event that no agreement is reached, pay dates shall be every other Friday, beginning on the first Friday of teacher attendance for the school year.
- 6.4.2 The District will continue to make payroll deductions for health insurance, credit union, United Fund, Neighbors Foundation, Teacher Retirement Loan, Association dues and/or agency fee and U.S. Savings Bonds. The District will also make payroll deductions for an unlimited number of tax sheltered annuities insofar as it is not dispensing checks to more than ten vendors. The Association is to approve tax shelters and make arrangements with vendors for the distribution of contributions to appropriate annuity funds. A payroll deduction may begin in any payroll period if the request therefor is submitted at least three weeks prior to the beginning of the payroll period. The Association will make the request for the agency fee deduction.
- 6.4.3 The District will deduct VOTE/COPE contributions and NYSUT member benefits in the amount designated by the employee, from the salaries of employees who voluntarily execute a NYSUT deduction form. The monies shall be transmitted by the District to NYSUT the pay date that the deduction is made. The District shall transmit to NYSUT and to the Association a list of the employees for whom deductions were made and the amount of each employee's deduction. The Association shall inform the District of the address of NYSUT.
- 6.4.4 The District will establish a Flexible Spending Plan, in conformance with Section 125 of the Internal Revenue Code, to enable all active employees to set aside pre-tax dollars for payment of non-reimbursed medical and dental expenses (including employee-portion health care premiums, co-payments, and deductibles) and dependent care (i.e., day care, baby sitters, and elder care). Participating employees will determine the amount of their payroll deduction to be dedicated to the Flexible Spending Plan, and will submit all necessary documentation to the Plan's administrator to facilitate payment of qualifying expenses.

The District and the Association will work together to select a plan administrator and to establish an operational agreement/procedure for the Flexible Spending plan, with a view

toward having the plan operational as soon as possible within the 1993-94 academic year. The District shall pay the administrative costs of the plan, and shall contribute twenty-five percent (25%) of the net savings associated with the plan to the Benefit Trust Fund referenced in Paragraph 6.3.6, such contribution to accrue and commence once said Benefit Trust Fund is established.

ARTICLE 7. SABBATICAL LEAVE

Section 7.1 Eligibility

- 7.1.1 Fully certified professional employees who have completed five (5) consecutive years of service in the District, and for every seven (7) years thereafter, shall be eligible for sabbatical leave to prepare for improved service in the schools of this District.
- 7.1.2 Leaves shall be granted for (1) study, (2) travel, (3) research, (4) a combination of the first three, or (5) any other Board approved enriching activity.

Section 7.2 Conditions

- 7.2.1 In granting leaves, first consideration will be given to those sabbatical leave plans which involve the greatest self-improvement and greatest benefit to the District
- 7.2.2 Candidates obligate themselves to return to the service of the District for a period of one year subsequent to the expiration of the leave of absence, or refund all money paid to them -- unless otherwise determined by the Board.
- 7.2.3 No employee on sabbatical leave shall engage in study or training for a profession other than that related to the field of education; nor shall such an employee engage in remunerative employment without the written consent of the District.
- 7.2.4 The candidate will express willingness to make progress reports in writing, at such times, as the District may request.
- 7.2.5 Two (2) percent of the Instructional Negotiating Unit may be granted leaves during any one semester. Each application may be made for one (1) semester or for one (1) full year.

Section 7.3 Duration

- 7.3.1 Leave may be granted for the period of one or one-half school year as may be mutually agreed upon in advance. Such leaves shall start at the beginning of the term for which they are granted and the employee shall not be eligible to return until the expiration of the leave, unless otherwise ordered by the District.
- 7.3.2 Leaves which may cease to serve the purposes for which they were granted, may be terminated by the Board and sabbatical payments may be discontinued. The employee shall return to a teaching assignment made by the Superintendent.

Section 7.4 Remuneration

- 7.4.1 Any employee on such sabbatical leave shall receive three-quarters (3/4) of annual salary for the term of the sabbatical. It shall be payable on the same date as active teachers are paid. All benefits enjoyed by teachers in service shall be continued for teachers on a sabbatical leave. (i.e. hospitalization, etc.)

Section 7.5 Rights and Privileges

- 7.5.1 Upon return, a teacher shall be entitled to the same privileges of advancement on the salary schedule as if employed full time, and shall be entitled to such advancement in status on the schedule as any graduate work completed may entitle. The teacher shall have the same right to continue in a former or an equivalent position, as if no leave had been taken. Rights under the New York State Teacher's Retirement System shall not be impaired by any action of the District as a result of such leave, to the extent that this does not conflict with current and future provisions of the Retirement System.

Section 7.6 Applications

- 7.6.1 Applications must be made in writing to the Association's Sabbatical Leave Committee by February 1st preceding the school year in which leaves are desired. Such applications shall state:
- (1) Purpose for which leave is sought,
 - (2) Plans for achieving such leave,
 - (3) Manner in which the schools of the District shall be benefited,
 - (4) If for study, the college named and the courses enumerated,
 - (5) If for travel, a planned itinerary should be included.
- 7.6.2 The Association's Sabbatical Leave Committee shall present their recommendations on all applications to the Superintendent by February 15th. The Superintendent may request the Committee's assistance in making the presentation to the Board.

ARTICLE 8. OTHER LEAVES OF ABSENCE

Section 8.1 General Rules

- 8.1.1 Except as expressly authorized by the Board or by the Superintendent, leaves of absence shall be limited to those specified in this Agreement.
- 8.1.2 Leaves of absence may be granted to permanent and probationary employees as provided in this Article 8.
- 8.1.3 Sick leave accumulated prior to a leave of absence shall be credited upon return.
- 8.1.4. Leave of absence granted for reason other than illness or personal business shall not affect accumulated sick leave.

- 8.1.5 When a teacher returns from an unpaid leave of absence, the teacher shall be entitled to return to the teacher's former position except when Paragraph 5.4.6 of this Agreement requires otherwise. If the teacher's former position has been abolished, the teacher shall be entitled to return to any position for which the teacher's length of service to the District entitles him/her.
- 8.1.6 All leave of absence requests and/or notices shall be submitted on the appropriate form included in Appendix 8.1.6 and in accordance with directions thereon. In cases of an emergency, teachers shall notify the central number as soon as possible and the teacher shall submit the appropriate form upon return to work.
- 8.1.7 The time which a teacher spends on unpaid leave of absence does not count toward completion of probationary service.
- 8.1.8 Where the provisions of this Article conflict with the Family and Medical Leave Act of 1993, such provisions in relative part shall be null and void effective August 5, 1993.

Section 8.2 Study, Travel, and Special Services

- 8.2.1 Leaves of absence with or without pay may be granted to probationary and permanent employees of the District for study, travel, or special services when approved in advance by the Superintendent under the conditions specified in this Section 8.2.
- 8.2.2 Study for which leaves may be granted shall be limited to study in an accredited institution of higher learning, or under a fellowship grant from a recognized foundation, or a research organization engaged in educational research. Plans for such study shall be submitted to the Superintendent in writing, in advance, and shall be so designed as to improve the individual's skill and competence in his/her area of service.
- 8.2.3 Leaves for travel may be granted for the following reasons:
 - (1) Travel conducted by an accredited institution of higher learning for which course credit is granted by the institution.
 - (2) Travel planned cooperatively with the Superintendent, plans for which shall have been submitted in writing and approved in advance. Such plans shall constitute a predetermined program designed to improve the individual's competence.
- 8.2.4 Special service leaves may be granted for full time service when such service is directly related to the teacher's area of work. Such leaves shall be limited to special services performed for or with an institution of higher learning, a foundation or research organization, a state education department, the United States Office of Education, the Peace Corps, or similar institutions or organizations; plans for which, shall have been submitted in writing and approved in advance. Such plans shall constitute a predetermined program designed to improve the individual's competence. Leaves may not be granted for the purpose of accepting a regular position in another school system, except for approved participation in an exchange teaching program.

- 8.2.5 Formal applications for leaves of absence specified in paragraphs 8.2.2 and 8.2.3 of this section are to be submitted to the Superintendent at least thirty (30) days before the effective date of leave; provided that application for leaves effective September 1st must be filed no later than the preceding July 1st. Such application shall certify (1) purpose of the leave, (2) plans for the use of the leave, (3) date upon which the individual shall return to service and (4) agreement that failure to return to active service on the expiration of the leave granted shall be deemed by the District and the individual to constitute a resignation, unless such failure is the result of illness or some other factor that precludes the good intentions of the teacher to return to service on the date of expiration.

Section 8.3 Sick Leave

- 8.3.1 All probationary and permanent teachers of the District shall be allowed an accumulated sick time allowance for personal illness, illness or death in the immediate family or for personal bereavement under the conditions as set forth below:
- (1) During any year of employment, said teachers shall be credited with one and one-half (1 1/2) days of sick leave for each full month scheduled. These days shall be credited upon the first day of work each year. The total unused portion of the annual sick leave allowance shall accumulate to a total of 270 days. Any teacher who, as of June 30, 1996, has a sick leave accumulation in excess of 270 days, shall be saved harmless with regard to that accumulation in that he/she shall not lose any accumulated sick leave days unless such sick leave is used as per the provisions of the agreement. Should such teacher's excess accumulation fall below 270 days, he/she may not thereafter accrue sick leave in excess of 270 days.
 - (2) If a teacher has used more sick leave days than the teacher would have earned at the rate of one and one-half days per month worked at the time the teacher's employment is terminated for any reason, 1/200th of the teacher's annual salary will be deducted from the teacher's pay for each such excess day used.

The above paragraph shall not apply to any teacher who has utilized sick leave days in conjunction with an illness that requires the teacher to leave the District's employ.

- (3) Sick leave may be used for personal illness, illness or death in the immediate family or for personal bereavement. The use of sick leave for illness in the immediate family is allowed up to fifteen (15) days in any given school year. Paid leave for illness in the immediate family in excess of the foregoing limits may be granted by the Superintendent in extraordinary circumstances. Up to two days absence for impassable roads may be charged to sick leave if necessary.

For the purposes of determining "immediate family", the term shall include a parent, child, spouse, sibling, grandparent, grandchild, a spouse's parent, or any permanent resident in the personal household of the employee.

- (4) The Association recognizes the right of the Superintendent to review work attendance records of all bargaining unit employees as needed by the District. Furthermore, the Superintendent

has the right to discuss work attendance with any bargaining unit employee who has established a pattern of suspected abuse.

Nothing in the above paragraph shall be construed to allow harassment of bargaining unit members for absences taken in accordance with provisions of this Agreement and which are verifiable by physician or documentation. Nothing herein shall be construed as eliminating the District's ability to further investigate absences, including the use of medical examinations by the school physician or other physician, at District expense.

- (5) Sick leave in excess of that accumulated may be advanced by the Board when there are reasonable grounds to conclude that the individual concerned will be returning to duty.

A statement of accumulated sick leave shall be given to each employee at the time of receipt of first paycheck in October.

- 8.3.2 Whenever an employee exhausts the sick time allowance and any extensions thereof, immediate application shall be made to the Superintendent for sick leave without pay, for a definite period of time not to exceed the end of the current school year, but subject to renewal upon further application for an additional year. In the case of application for sick leave without pay, the individual shall supply the Superintendent with a physician's medical certificate. Application for sick leave without pay, together with a statement of the physician, is to be submitted at least ten (10) days before exhaustion of sick allowance whenever possible.
- 8.3.3 Days allowed for absence due to injuries suffered on school premises or in line of duty covered by Worker's Compensation, subject to certification by a duly qualified physician as to duration of the disability, shall not be deducted from sick time allowance. In such circumstances, the District will continue to pay the teacher's regular pay and benefits for the period involved and the salary allowance paid the teacher under Worker's Compensation will be assigned to the District.
- 8.3.4 A Sick Leave Bank shall be established to aid teachers who suffer prolonged illness (i.e., an illness or injury which, for an uninterrupted period of not less than 30 work days, prevents the teacher from working). Not later than November 1st in each school year, the Association shall present to the District written authorizations from members of the bargaining unit which direct the District to deduct from the sick leave days, the teacher had accumulated on the day prior to the first required teacher attendance day of that school year, not more than one such sick leave day, and to credit the same to the Bank; provided, however, that the maximum number of days in the Bank shall not exceed 350. If the number of days authorized to be contributed plus those already in the Bank exceeds the maximum, the Association shall decide on an equitable basis on which contributions shall be accepted. Each teacher who has submitted such a voluntary authorization (whether or not the contribution was accepted) shall be entitled to use up to but not more than fifty (50) days from the Bank if each of the following requirements are met:
 - (1) The teacher is suffering from a prolonged illness or injury as defined above.
 - (2) All other sick leave days available have been exhausted, whether current or accumulated.
 - (3) The illness or injury is not covered by Paragraph 8.3.3 of this Agreement.

- (4) A certificate, stating the nature of the teacher's illness or injury and that it prevents him/her from working, has been received from the teacher's attending physician by the Association and forwarded by it to the District.
- (5) The use of the days requested from the Bank has been approved in writing by a committee consisting of (i) the Superintendent or a designee, (ii) the Association President or a designee, and (iii) a teacher mutually acceptable to the Superintendent and the Association President.

A teacher who is granted days from the Bank shall receive full pay for each such day granted unless he/she is eligible for disability benefits under the New York State Teachers' Retirement System or under the New York State Disability Benefits Law in which case the teacher shall apply for such benefits and, when received, such benefits shall be turned over to the District or deducted from the teacher's annual salary, but not to exceed the amount of salary for the days used from the Bank. Use of days from the Bank shall not relieve a teacher from complying with the provisions of Paragraph 8.3.2 of this Agreement.

- 8.3.5 Whenever a teacher is aware in advance that use of sick leave is necessary (e.g., scheduled surgery, expected delivery date, need to take care of family member or return from hospital), the teacher shall notify the District in writing on the form contained in Appendix 8.3.5, as soon as circumstances allow.
- 8.3.6 Prior to returning from a leave of absence taken because of the teacher's own illness or injury and which was of ten or more consecutive weeks duration, the teacher shall furnish a certificate from the teacher's attending physician stating that there is no medical reason for the teacher not to resume the full duties of the teacher's position. The form in Appendix 8.3.6 may be used for this purpose.

Section 8.4 Political Leave

- 8.4.1 Upon request, permanent and probationary teachers shall be granted political leave in accordance with the provisions of this section 8.4.
- 8.4.2 Leaves of absence for political activity, for the purpose of being a candidate for political office, or for holding office will be arranged within the framework of the law, and the District's regulations governing leaves of absence.
- 8.4.3 A teacher, seeking an extended leave of absence for campaigning, office holding, jury duty, or other responsibilities connected with self-government, shall apply for such leave in writing.
- 8.4.4 With thirty (30) calendar days notice, a teacher shall be granted up to four (4) weeks without pay for the purpose of campaigning as a candidate in a civil election for public office. Leaves of absence shall be arranged for a definite period of campaigning. Candidates not elected, shall be returned to their former positions immediately.
- 8.4.5 The Board shall extend to the teacher who is elected or appointed to public office, a leave of absence or absences without pay for one year and approval for a one year extension. At the

conclusion of such leave of absence, the teacher shall be returned to the same or a reasonably comparable position.

- 8.4.6 The Board shall give the teacher a written answer to a request for political leave.

8.5 Personal Leave

- 8.5.1 During any year of employment, each teacher shall be credited with one-half (1/2) day of personal leave for each 31 days of scheduled employment, or major portion thereof. These days shall be credited on the first day of employment during any given year.
- 8.5.2 Absence for personal leave is to be made known to the Principal before the day necessary for such leave, except in cases of emergency.
- 8.5.3 No personal leave may be taken except in an emergency or unusual circumstance the day before or after a holiday. Exception to this must be a written request and approved by the Superintendent and Principal.

Personal leave days may not be used in conjunction with leave without pay for the express purpose of extending vacation time immediately before or after a holiday.

- 8.5.4 Any unused portion of allowance for personal leave in any school year will be credited toward sick leave.

Section 8.6 Authorized Absences for Special Conditions

- 8.6.1 Authorized absences may be granted for attendance on official business of the school department when, and as approved, by the Superintendent or authorized representative, under the conditions set forth in this section 8.6.
- 8.6.2 For attendance at professional meetings, conferences, and workshops for professional improvement when approved in advance by the Superintendent or designee.
- (1) With prior approval from Principal and Superintendent, the District shall pay the reasonable documented expenses (including transportation, meals, lodging, registration fees and substitute costs) incurred by teachers attending workshops, seminars, and conferences.
 - (2) In addition, any teacher may, with the advance recommendations of the Principal and the approval of the Superintendent attend such programs at the teacher's expense, other than a substitute's cost.
- 8.6.3 Jury duty or other service required by law, court order, or other governmental authority beyond control of the individual and necessitating absence from duty - shall be with full pay, upon the condition that during such service, the teacher shall be required, when feasible, to perform the duties of his position. Paid leave of absence under this subdivision shall not be deducted from accumulated sick time allowance or personal leave allowance.

- 8.6.4 Three (3) days of absence with pay shall be granted annually to teachers who wish to observe traditional and customary religious holidays where absence or abstention from work is required or customary or is authorized by the Commissioner's list:

Section 8.7 Other Leaves

- 8.7.1 The District shall grant military leave to members of the professional staff under the terms of Section 243 of the Military Law of New York in the event that they are ordered to report for induction into the Armed Forces or to report for active duty as a member of a reserve component of the Armed Forces. An employee ordered to military duty as a member of an organized militia or reserve group is entitled to a leave for the duration of ordered military duty and is entitled to receive a salary for a period of thirty (30) days.
- 8.7.2 A teacher who complies with the balance of this paragraph shall be granted a leave of absence for the purpose of caring for a child who is resident in the teacher's home. Such a leave shall be on the following conditions:
- (1) Where the need for the leave can be anticipated in advance (e.g., expected delivery date, date to take custody of a child to be adopted, date a child is returning from a hospital), the teacher shall give to the Superintendent in writing as much advance notice as is possible so that appropriate arrangements for substitution can be made.
 - (2) Formal application for the leave (using the form shown in Appendix 8.7.2 and following the directions thereon) shall be made to the Superintendent not later than the thirtieth day prior to the requested first day of leave, unless circumstances beyond the teacher's control prevent making application by that deadline, in which case the application shall be made as soon as the circumstances permit.
 - (3) The leave shall begin on the date requested by the teacher and shall end at the end of the last day of the semester in which the leave begins or one of the next four immediately succeeding semesters as determined by the teacher. If the teacher requests less than four semesters originally, the leave may be extended by an additional semester or semesters (but not to exceed four semesters in total) by giving ninety days written notice to do so, to the Superintendent. However, only one such extension shall be granted. However, a teacher will be allowed up to five consecutive semesters of child care leave in the case where such an extension would allow the teacher to return to work on September 1st rather than at mid-year.
 - (4) If the leave is to terminate in any semester other than the one in which it begins, the teacher shall confirm intention to return at the beginning of the next immediately succeeding semester by giving written notice thereof to the Superintendent not later than the ninetieth consecutive day prior to the last day of the leave.
 - (5) The leave of absence shall be without pay or benefits of any kind, but the teacher may continue in group insurance plans provided under this Agreement, by complying with Article 6.3.7.

- 8.7.3 A teacher elected or appointed to a position (paid or unpaid) in a teacher's organization may, upon request of the teacher to the Superintendent and upon subsequent Board of Education approval, be granted leave without pay for the duration of the office or position. The approval of such leave shall not be unreasonably denied.

ARTICLE 9. FACILITIES FOR TEACHERS

Section 9.1 Physical Facilities

- 9.1.1 There shall be in each school a furnished, well-ventilated faculty room to be used as a faculty lounge.
- 9.1.2 Space in the parking lot, at each school, separate from the student parking area will be provided.
- 9.1.3 Telephone service which permits privacy of conversation with a writing surface will be available to teachers.
- 9.1.4 A desk and chair and storage space or file cabinet will be available to teachers.
- 9.1.5 Workrooms for teachers' use containing typewriters, duplicating and copy machines to aid in the preparation of instructional materials will be available.
- 9.1.6 Teachers shall report promptly in writing to the Principal or designee any conditions in the school building or on the school grounds that appear to threaten the health and safety of the children and teachers.

Section 9.2 Other Facilities

- 9.2.1 One copy of the Board Policy book shall be available in each building for teacher reference.
- 9.2.2 No classroom teacher shall be required to score or record the results of any state or nationally normed achievement or I.Q. test. Teachers may be assigned to score and record Regents Competency Exams (i) in lieu of other assignments on Regents examination days; (ii) by providing a substitute to assume their regular classroom responsibilities on non-Regents examination days or (iii) if they are paid at the rate of \$10.00 per hour for each additional hour employed beyond the work day. Elementary grade level and secondary subject area semester exams shall be typed by the District if submitted in accordance with building schedules.
- 9.2.3. When supplies, equipment, and repairs in a building need attention, the teacher or teachers will notify the Principal and Association President. If the condition is not remedied within 15 days, the Association President will make the situation known to the Superintendent. If the condition is not remedied in the next 15 days, the Association President will notify the Board. All notifications must be in writing.
- 9.2.4 A teacher shall be allowed to review and receive copies of the contents of his/her personnel file, except the pre-employment confidential materials therein, during District office hours in the presence of the Superintendent or the Superintendent's designee and upon reasonable request. Requests for copies of documents which have previously been given to a teacher shall be honored

at a charge equal to Board approved copy rates. Each time a teacher reviews the personnel file, he/she shall sign the log in the file and indicate the date of review.

ARTICLE 10. OTHER MATTERS

10.0.1 Class size for grades 1-12 will not exceed thirty (30) students and class size for kindergarten will not exceed twenty-five (25) students. In shops, home economics rooms, pool and labs, class size will not exceed the stations recommended by state guidelines. Assignments of students in excess of the foregoing limits shall not be in violation of this paragraph if any one or more of the following conditions exist:

(1) Team teaching:

(a) in elementary situations not to exceed 30 times the number of teachers involved,

(b) in secondary situations not to exceed 30 times the number of periods involved but in any case not to exceed a total of 150; or

(2) lack of classroom space based on projections made not later than April 30th of the prior school year and taking into account districting and transportation requirements but excluding space rented to non-District agencies for the accommodation of non-District students;

(3) high school scheduling patterns provided that the affected teacher does not have an average daily load which exceeds 150 over a minimum five period day; or

(4) if band, choral group, orchestra, or study hall is involved.

10.0.2 A professional Staff Development Committee consisting of three (3) administrators appointed by the Superintendent and four (4) teachers appointed by the Association may recommend, for the Board's approval and funding, professional staff development programs; or workshops for the District's instructional staff. Such recommendations will include criteria for length and number of sessions, people who might attend, attendance requirements, number of participants, subject matter, location and remuneration for participants. When recommended professional staff development programs or workshops are approved, a posted announcement and application blanks shall be placed in all buildings, giving all pertinent information. The Professional Staff Development Committee will select participants from the applications submitted. Subsequent to the aforementioned selection, the Superintendent will approve or disapprove the Committee's selections.

10.0.3 From time to time it may become necessary to utilize the skills and expertise of teachers in the area of curriculum development. When it becomes necessary to employ teachers for curriculum development and professional staff development the following conditions shall exist:

(1) A teacher who volunteers to participate in curriculum development or professional staff development beyond the contractually established seven-hour day, will be compensated at \$15.00 per hour.

(2) When a teacher is required to participate in curriculum development or professional staff development for the contractually established seven-hour day, a substitute teacher shall be provided by the District. The District may not require such participation for more than four (4) days in any school year. However, a teacher may volunteer to participate for additional days.

(3) If the District requests the performance of service as described above, appropriate administrative assistance and leadership shall be provided to facilitate satisfactory results.

10.0.4 Any case of assault or legal action upon a teacher while acting within the scope of duties shall be promptly reported to the Principal. If charges are placed against the teacher, the District will provide legal counsel. Time for appearances before judicial body or legal authority in connection with such matters shall result in no loss of wages or reduction in accumulated sick leave or personal leave.

10.0.5 When a teacher sends a student to an administrator's office for discipline, the office shall be immediately notified of the teacher's reasons. When an administrator returns such a student to class, the teacher shall be immediately notified of the administrator's reasons. No student shall be reassigned to another teacher's class for disciplinary reasons prior to consultation with the receiving teacher.

10.0.6 Teachers shall calculate quarterly, semester, and final grades in accordance with reasonable, pre-established written guidelines published by the District. Determination for promotion to the next grade, or level, or sequence in course material should be a joint concern and recommendation of administration, program coordinators, teachers and supporting staff.

A teacher may override the computer-generated final grade by submitting a written justification which establishes a reasonable basis for awarding a final grade other than the average of the grades for the marking periods and the final exam.

Teachers shall make final professional decisions concerning marks, except as follows: The building principal, with the approval of the Superintendent of Schools and after consultation with the affected teacher(s) may, upon compelling evidence of error or inequity, override a grade submitted by a teacher.

Any grading changes, as stated above, must be made within thirty (30) days of the original grade posting date.

The principal will not order or direct grading by committee.

10.0.7 The Association is the only organization with whom the District will contract for the performance of professional teaching. This provision shall not preclude the District from contracting services with the Board of Cooperative Educational Services.

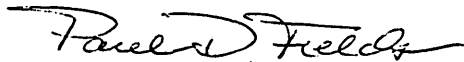
10.0.8 The District and the Association each recognize the right and responsibility of teachers to teach controversial issues fairly and without bias.

Academic Freedom shall be guaranteed to teachers and no special limitations shall be placed upon the study, investigation, presentation, and interpretation of facts and ideas except those standards of professional educational responsibility applicable to elementary and secondary education.

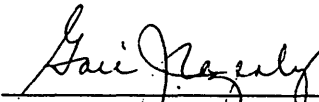
- 10.0.9 There shall be no discrimination by the District or by the Association against any teacher because of race, creed, color, national origin, sex, age, or handicap. No alleged violation of this paragraph may be made the subject of a grievance.
- 10.0.10 Except in cases of emergency, the District will provide substitute teachers for all teachers except the psychologist, speech therapist, nurse teacher (practitioner), guidance counselor (except in the case of their role as career education teacher), the instrumental music teacher when a qualified instrumental teacher is not available, teacher of the gifted, elementary resource room teacher, elementary EOP teachers, and teaching assistants. In the event that the District is unable to procure the services of a substitute for a teacher, one day per teacher without a substitute will be added to the Association Sick Bank. Notice will be given to affected teachers, in the case where the substitute was not able to be employed, along with the statement of reason.
- 10.0.11 The District and Association have jointly established an Employees Assistance Program. The E.A.P. Committee will meet annually to assess the program.
- 10.0.12 The District and Association have established a joint Labor-Management Committee.
- 10.0.13 The District and Association have established Shared Decision Making Teams in compliance with the Compact for Learning as well as pertinent Commissioner of Education regulations.

SUBSCRIPTION

In witness whereof, the Superintendent of the Grand Island Central School District and the President of the Grand Island Teachers' Association have signed their names below.



Paul D. Fields, Superintendent
Grand Island Central School District



Gail J. Lazenby, President
Grand Island Teachers' Association

Date: September 1, 1996

Appendix 3.1.3

GRIEVANCE FORM

Instruction: Submit the original completed form to your Supervisor. Send one copy each to the Grievance Chairperson and to the Office of the Superintendent.

- (1) Grievant's Name: _____ *
- Grievant's Position: _____ *
- Grievant's Building: _____ *
- Date Submitted: _____ *

* If there is more than one grievant, attach an additional sheet giving the same information for each grievant.

- (2) The incident out of which this grievance arises is briefly described as follows: _____
- _____
- _____
- _____

This incident too place on: _____

- (3) The above-described incident violates the following provision(s) of the Agreement:

- (4) I request the District to resolve this matter by taking the following action: _____

Grievant's Signature: _____ **

** If there is more than one grievant, each should sign on the attached sheet. If this grievance is submitted by the Association pursuant to Paragraph 3.1.4, the Grievance Chairperson's signature will be substituted for the signatures of the actual grievants.

Appendix 5.6.1

EMPLOYEE HEALTH INFORMATION

For the purpose of providing you with optimal first aid in a major emergency, please supply the Health Office with a brief confidential medical history. The information provided will be used only for this stated purpose. This card will be stored in a locked cabinet in the Health Office.

PART I: Completed by all staff members:

Name: _____ Home
Phone: _____
 Last First Middle Initial

Address: _____

Person to Contact

In an Emergency: 1st Choice: _____

Phone: _____

2nd Choice: _____

Phone: _____

Family Physician: _____ Phone: _____

Hospital of Choice: _____ Phone: _____

PART II: Voluntary Completion by Staff Members

Chronic Disease (hypertension, diabetes, glaucoma, emphysema, heart disease)

Current Medications: _____

Known Allergies (Include allergies to medications): _____

Normal Blood Pressure: _____

Date of Birth: ____/____/____

Appendix 6.1.1-A

GITA-GICSD Teacher Salary Schedule: 1996-97							TA: 1996-97	
Step	BA	BA+30	MA	BA+60	MA+30	MA+60	Step	Salary
1-A	29271	29736	30965	32192	33545	34774	1	16195
2-B	30123	30602	31867	33130	34522	35786	2	17252
3-C	30961	32288	33820	35225	36500	37905	3	18426
4-D	31472	33507	35150	36542	37932	39324	4	19900
5-E	32169	34898	36793	38186	39576	41220	5	20739
6-F		36122	38218	39646	41156	42793	6	22451
7-G		37735	39772	41283	42793	44555	7	23798
8-H		39017	41408	42918	44555	46443	8	25226
9-I		40592	43121	44764	46409	48433	9	26739
10-J		42181	44976	46629	48408	50439	10	28343
11-K		43706	46626	48383	50058	52345		
12-L		45103	48089	50058	51837	54124		
13-M		46281	49602	51468	53364	55640		
14-N		48305	51594	53491	55387	57789		
15-O		50457	53743	55640	57411	59813		
16-P		50982	54756	56652	58422	60825		
17-Q		52463	55782	57696	59612	61910		
18-R		54377	57681	59586	61366	63780		
19-S		57087	60481	62442	64271	66753		
20-T		59419	62953	64994	67027	69616		

Appendix 6.1.1-B

GITA-GICSD Teacher Salary Schedule: 1997-98							TA: 1997-98	
Step	BA	BA+30	MA	BA+60	MA+30	MA+60	Step	Salary
1	30134	30613	32908	33142	34535	35800	1	16673
2	31012	31505	32807	34107	35540	36842	2	17761
3	31874	33240	34818	36264	37577	39023	3	18970
4	32400	34495	36187	37620	39051	40484	4	20487
5	33118	35927	37878	39313	40744	42436	5	21351
6		37188	39345	40816	42370	44055	6	23113
7		38848	40945	42501	44055	45869	7	24500
8		40168	42630	44184	45869	47813	8	25970
9		41789	44393	46085	47778	49862	9	27528
10		43425	46303	48005	49836	51927	10	29179
11		44995	48001	49810	51535	53889		
12		46434	49508	51535	53366	55721		
13		47646	51065	52986	54938	57281		
14		49730	53116	55069	57021	59494		
15		51945	55328	57281	59105	61577		
16		52486	56371	58323	60145	62619		
17		54011	57428	59398	61371	63736		
18		55981	59383	61344	63176	65662		
19		58771	62265	64284	66167	68722		
20		61172	64810	66911	69004	71670		

Appendix 6.1.1-C

GITA-GICSD Teacher Salary Schedule: 1998-99							TA: 1998-99	
Step	BA	BA+30	MA	BA+60	MA+30	MA+60	Step	Salary
1	31023	31516	33879	34120	35554	36856	1	17165
2	31927	32434	33775	35113	36588	37929	2	18285
3	32814	34221	35845	37334	38686	40174	3	19530
4	33356	35513	37255	38729	40203	41478	4	21091
5	34095	36987	38995	40473	41946	43688	5	21981
6		38285	40506	42020	43620	45355	6	23795
7		39994	42153	43755	45355	47222	7	25223
8		41353	43888	45487	47222	49223	8	26736
9		43022	45703	47445	49487	51333	9	28340
10		44706	47669	49421	51306	53459	10	30040
11		46322	49417	51279	53055	55479		
12		47804	50968	53055	54940	57365		
13		49052	52571	54549	56559	58971		
14		51197	54683	56694	58703	61249		
15		53477	56960	58971	60849	63394		
16		54034	58034	60044	61919	64466		
17		55604	59122	61150	63181	65616		
18		57632	61135	63154	65040	67599		
19		60505	64102	66180	68119	70749		
20		62977	66722	68885	71040	73784		

Appendix 6.1.2-A

APPLICATION FOR ADVANCED APPROVAL OF GRADUATE STUDY FOR SALARY CREDIT

- Directions: 1) Submit application to the Superintendent of Schools in advance of enrolling in course(s).
- 2) A copy of application will be returned within 10 working days of submission indicating whether approval was granted.
- 3) After completion of course(s), request official transcript for District receipt by November 15th or March 15th for salary credit retroactive to September 1st or February 1st.
- 4) The Personnel Office will check transcripts against approved courses and credit your salary within 45 days of deadline for transcript submission.

I. Applicant: _____ Instructional Area/Level: _____
Last Name First Name

- II. List courses that you know you will be taking in the next two or three semesters. Also list courses you may take, should one of your first choice courses not be available.

College	Course #	Course Name	Sem Hrs	For Office Use Only	
				Prev Cred	Approval
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

III. Applicant's Signature: _____ Date: _____

- IV. Salary Credit: You are currently being paid at Level _____, Step _____, Hours _____
 If completion of any of the above courses would take you beyond the BA+60 or MA+60 levels, you shall not receive salary credit.

 Superintendent of Schools

 Date

Appendix 6.1.2-B

APPLICATION FOR ADVANCED APPROVAL OF IN-SERVICE SALARY CREDIT ONLY

- Directions: 1) Submit application to Superintendent of Schools in advance of enrolling in course(s), conference(s), and workshop(s).
- 2) A copy of application will be returned within 10 working days of submission indicating whether approval was granted.
- 3) After completion of in-service, verification submitted to District by November 15th or March 15th for salary credit retroactive to September 1st or February 1st.
- 4) The Personnel Office will check verification against prior approval and credit your salary within 45 days of deadline for submission.
- 5) All items on this application must be completed for it to be considered.
- 6) Attach all pertinent information to this application.

I. Applicant: _____ Instructional Area/Level: _____
Last Name First Name

II. Previous Requests Submitted this Year: _____ Total Clock Hrs Earned to Date: _____

III. Program: University: _____ Teacher Center: _____ Conference/Workshop: _____

Title: _____

Date(s): _____

Clock - Contact Hours: _____ (15 hours = 1 salary credit)

IV. Anticipated Total Credit Earned: Salary Credit: _____ (Total Anticipated Hours)

V. Additional Date (Personal Objectives, Advantages to District, etc.): _____

VI. Applicant's Signature: _____ Date: _____

VII. Approved: _____ Denied: _____

VIII. Reason(s): _____

IX. Superintendent or Designee: _____ Date: _____

Appendix 6.1.2-C

APPLICATION FOR ADVANCED APPROVAL OF IN-SERVICE SINGLE PAYMENT ONLY

- Directions: 1) Submit application to Superintendent of Schools in advance of enrolling in course(s), conference(s), and workshop(s).
- 2) A copy of application will be returned within 10 working days of submission indicating whether approval was granted.
- 3) After completion of in-service, verification submitted to District by
November 15th or March 15th for salary credit retroactive to
September 1st or February 1st.
- 4) The Personnel Office will check verification against prior approval and credit your salary within 45 days of deadline for submission.
- 5) All items on this application must be completed for it to be considered.
- 6) Attach all pertinent information to this application.

I. Applicant: _____ Instructional Area/Level: _____
Last Name First Name

II. Previous Requests Submitted this Year: _____ Total Clock Hrs Earned to Date: _____

III. Program: Teacher Center: _____ Conference/Workshop: _____ Other _____

Title: _____

Location: _____

Date(s): _____

IV. Anticipated Total Single Payment: Clock - Contact Hours: _____ x \$15.00

V. Additional Date (Personal Objectives, Advantages to District, etc.): _____

VI. Applicant's Signature: _____ Date: _____

VII. Approved: _____ Denied: _____

VIII. Reason(s): _____

IX. Superintendent or Designee: _____ Date: _____

Appendix 6.3.3

HEALTH INSURANCE WAIVER FORM

(Employee's Name)

hereby waives his/her health insurance benefits effective the first of _____,

(Month)

(Year)

Does the employee currently have health insurance provided by the Grand Island Central School District?

_____ Yes

_____ No

If yes, _____

(Coverage Name)

Single / Family (Circle One)

I understand that I must remain off a District-sponsored health insurance plan for at least six months in order to be eligible for one-half the remuneration specified in the collective bargaining agreement, that is \$ _____ / year.

(Employee's Signature)

Appendix 6.3.8

DESIGNATION OF BENEFICIARY FOR SEVERANCE DEATH BENEFIT

(See Paragraph 6.3.8 of Contract)

If no beneficiary is on file the employee's severance death benefit will be paid to the estate of the employee.

Please **print** all entries and submit one copy of this form to the Personnel Office.

Name: _____

Address: _____

Social Security Number: _____

PRIMARY BENEFICIARY: I hereby name the following beneficiary(ies) to receive my severance death benefit payable on my behalf:

1) Name: _____ Relationship: _____

Address: _____

2) Name: _____ Relationship: _____

Address: _____

3) Name: _____ Relationship: _____

Address: _____

4) Name: _____ Relationship: _____

Address: _____

CONTINGENT BENEFICIARY: If all the above named beneficiaries die before I do, any severance death benefit payable on my behalf shall be paid to the following:

1) Name: _____ Relationship: _____

Address: _____

2) Name: _____ Relationship: _____

Address: _____

Employee's Signature: _____ Date: _____

NOTARY PUBLIC: State of New York; County of Erie. On this _____ day of _____, 19____,

before me personally appeared _____ to me known and known to me to

be the same person described in and who executed the foregoing instrument and he/she duly acknowledged

to me that he/she executed the same.

I hereby make notice that I (will be, was) absent for _____ day(s).

List leave dates: _____

Type of Leave (Check one): ☐ Personal (Regular)
☐ Personal (Emergency)
☐ Jury Duty
☐ Religious Holiday
☐ Military
☐ Other: (Specify)

Date Filed: _____ Signature: _____
Position: _____
Building Where Employed: _____

Supervisor's Signature: _____

- 1) Employee submit one copy to immediate supervisor for transmission to the Personnel Office.
- 2) In the case of emergency personal leave, this form should be completed upon employee's return to work.
- 3) In the case of jury duty or military leave, a copy of formal notification of said assignment should be attached to this form when submitted.
- 4) Notice of regular personal leave should be submitted at the earliest possible time, but no later than the day prior to the actual leave day.
- 5) Submission of this form, in accordance with the above items, will assure proper payment for your leave of absence.

Appendix 8.1.6-B

LEAVE OF ABSENCE REQUEST

I hereby request a leave of absence from work on the following dates: _____

The purpose of this proposed absence is: _____

Type of leave to be taken: _____ Personal (pre/post Holiday)
 _____ Professional meetings / Conference attendance
 _____ Leave without pay
 _____ Political Leave
 _____ Child care leave
 _____ Vacation
 _____ Other (Specify): _____

Date Filed: _____ Employee's Signature: _____
 Position: _____

Supervisor's Recommendation (as appropriate): _____ Approve
 _____ Deny

Supervisor's Signature: _____ Date: _____

Approval: Superintendent of Schools: _____
 Date: _____

Directions:

- 1) Employee submit two copies to immediate supervisor for transmission to Superintendent's Office.
- 2) In the case of all leaves of absence requests, please comply with contractual time and documentation requirements.
- 3) Supervisor review and recommend upon approval, as appropriate, and forward to Superintendent.
- 4) Superintendent is to act upon request and return one to employee and one to Personnel Office.

Appendix 8.3.5

NOTICE OF INTENT TO USE
SICK LEAVE FOR EXTENDED PERIOD

To: Superintendent of Schools

In accordance with Paragraph 8.4.5, I expect to be absent from (date) _____
to (date) _____ due to: _____

Date: _____ Signature: _____

Note: Please indicate below the physician attending to the above described situation:

Name: _____

Address: _____

City: _____

Phone: _____

Appendix 8.3.6

PHYSICIAN'S STATEMENT

Patient's Name: _____

I certify that between the dates of _____, 19____ and _____,
19____ the person mentioned above was incapacitated from his/her duties and that I saw
and treated said person on the following dates:

There is no medical reason why the employee may not resume the full duties of his/her
position as of _____, 19____.

Date: _____ Physician's
Signature: _____

Please mail to:
Superintendent of Schools
Grand Island Central School District
1100 Ransom Road
Grand Island, New York 14072

Appendix 8.7.2

CHILD-CARE LEAVE OF ABSENCE REQUEST

To: Superintendent of Schools

I hereby request a child-care leave to take care of my child (child's name unless not yet born) _____, who is a resident in my home. I request that the leave begin on (date) _____ and end on the last day of the _____ (1st or 2nd) semester in the 19__ - 19__ school year.

Teacher's Name (Print): _____

Position: _____ Building: _____

Teacher's Signature: _____ Date: _____

MEMORANDUM OF UNDERSTANDING Between the GICSD and the GITA

While it is understood that 4.1.6 of the current agreement provides that "Teachers shall not be scheduled for more than six assigned periods (or equivalent) in a given school day" and that "assigned periods shall mean either teaching or supervisory assignments," the District will make every effort to assign 6-12 grade level teachers no more than five teaching periods per day.

In order to evaluate the scheduling concerns that may arise from the above, a committee consisting of two professional staff members selected by the Association President and two professional staff members selected by the Superintendent plus a fifth member chosen by the individuals selected above, shall evaluate teaching assignments in light of this Memorandum of Understanding. Said committee shall be put in place no later than October 1, 1995, and continue to work throughout the school year.

Concerns regarding the scheduling noted in paragraph #1 of this Memorandum will be brought to the Superintendent and Association President by the committee as they arise for discussion and resolution.

SUBSCRIPTION

In witness whereof, the Superintendent of the GICSD and the President of the GITA have signed their names below on February 23, 1996.

(Signature on File)

Paul D. Fields, Superintendent
Grand Island Central School District

(Signature on File)

Terry H. Swartz, President
Grand Island Teachers' Association

The above Memorandum of Understanding shall remain in force for the contract period September 1, 1996 through August 31, 1999.

Paul D. Fields

Paul D. Fields, Superintendent
Grand Island Central School District

Gail J. Lazenby

Gail J. Lazenby, President
Grand Island Teachers' Association

Date: September 1, 1996


**MEMORANDUM OF UNDERSTANDING
Between the GICSD and GITA**

With regard to GICSD's "distance learning" or video-link instructional program known as *Project Connect*, the following is hereby agreed between the District and the Association:

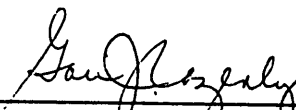
1. No more than twelve (12) students will be assigned to a single *Project Connect* classroom.
2. A subcommittee of the District's Technology Committee will be established at the beginning of each year to monitor, record, and research the applications of this technology. The committee will at least consist of two teachers selected by the Association President and two administrators chosen by the Superintendent. The committee will periodically report its research findings to the District Technology Committee.
3. No members of the Instructional Negotiating Unit will be terminated as a direct result of *Project Connect* or other "distance learning" program.
4. Nothing herein will prevent the Grand Island Central School District from developing an in-house course offered by *Project Connect*, provided appropriate steps are followed and approvals obtained.
5. Supervision of the *Project Connect* room will be provided by a member of the Instructional Negotiating Unit.

SUBSCRIPTION

In witness whereof, the Superintendent of the Grand Island Central School District and the President of the Grand Island Teachers' Association have signed their names.



Paul D. Fields, Superintendent
Grand Island Central School District



Gail J. Lazenby, President
Grand Island Teachers' Association

Date: September 1, 1996

MEMORANDUM OF UNDERSTANDING Between the GICSD and the GITA

As a further clarification of Section 6.1.2 of the Agreement, the District and the Association agree to the following:

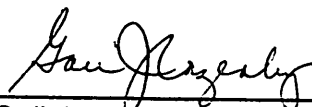
1. All courses, workshops, conferences, or other activities to be submitted under the terms of section 6.1.2 for single payment or salary credit must be pre-approved.
2. No more than six (6) hours of salary credit will be allowed per person per semester.
3. There are three (3) semesters in each year: Fall (September), Spring (February), and Summer (June).
4. Fifteen (15) hours of contact time equals one (1) hour of salary credit.
5. A maximum of eighteen (18) hours of salary credit or \$2,025 of "one-time" or single-payment credit (135 hours) can be earned in a fiscal year. (\$675 per semester)
6. The District has the right to deny any and all requests for in-service. Nothing shall prevent the teacher, however, from seeking reconsideration by the Superintendent of the initial determination.
7. Payments and/or credits will be made at the dates listed in the Agreement, provided that all documentation is received by the District in a timely manner.

SUBSCRIPTION

In witness whereof, the Superintendent of the Grand Island Central School District and the President of the Grand Island Teachers' Association have signed their names.



Paul D. Fields, Superintendent
Grand Island Central School District



Gail J. Lazenby, President
Grand Island Teachers' Association

Date: September 1, 1996

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